



Amy G. Rabinowitz
Counsel

June 14, 2004

Mary L. Cottrell, Secretary
Department of Telecommunications and Energy
One South Station
Boston, MA 02110

Re: D.T.E. 04-46

Dear Secretary Cottrell:

In compliance with the Department's June 10, 2004 order in the above-captioned docket, I am enclosing a tariff and service agreement consistent with that order.

Thank you very much for your time and attention to this matter.

Very truly yours,


Amy G. Rabinowitz

cc: Joseph Rogers, Attorney General's Office
Robert Sydney, General Counsel, Division of Energy Resources

MASSACHUSETTS ELECTRIC COMPANY
2004 SUMMER LOAD RELIEF PROGRAM PROVISION

AVAILABILITY

Participation in the Company's 2004 Summer Load Relief Program ("Program") is available to customers in Gloucester and Rockport receiving retail delivery service under the Company's General Service Time-of-Use Rate G-3, and customers in the North Lowell and Dracut areas fed from the Boulevard or Hoover St. substations in Lowell and E. Dracut or N. Dracut substations in Dracut that are also receiving retail delivery service under the Company's General Service Time-of-Use Rate G-3. Eligible customers must have hourly metering at their facilities and be able to designate as Nominal Interruptible Load at least 50 kW.

A customer participating in the Program must execute a service agreement, subject to the Company's approval, which sets forth the specific requirements of the customer and the Company.

The Company reserves the right to limit participation in the Program.

DEFINITIONS

These definitions are based on the current ISO-NE definitions, as may be amended from time to time by the ISO-NE.

Baseline-to-Actual Adjustment: For the hour that is two hours prior to the Interruption, the difference between the average of the 15-minute integrated load, as measured by the Company's metering equipment in kilowatts or 90% of kilovolt-amperes, whichever is larger, and the Baseline Load.

Baseline Load: For each hour of the Interruption and for the hour that is two hours prior to the Interruption, the average of the 15-minute integrated load, as measured by the Company's metering equipment in kilowatts or 90% of kilovolt-amperes, whichever is larger, during each of the five business days (excluding holidays, shutdowns, and days having called interruptions) immediately prior to the Interruption.

Curtailed Load: For each hour of the Interruption, the difference between the Expected Load and the average of the 15-minute integrated load, as measured by the Company's metering equipment in kilowatts or 90% of kilovolt-amperes, whichever is larger. In no event shall the Curtailed Load exceed the Expected Load.

Expected Load: For each hour of the Interruption, the Baseline Load adjusted by the Baseline-to-Actual Adjustment.

Interruption: Any particular day of the year chosen by the Company or its designated agent during which the customer, after proper notification by the Company via the established

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communication system, agrees that it will curtail its load requirements provided by the Company by the level of Nominal Interruptible Load. Each Interruption will have specified hours.

Interruption Period Load: The average of the 15-minute integrated load, as measured by the Company's metering equipment in kilowatts or as 90% of kilovolt-amperes, whichever is larger, during the specified hours of the Interruption.

Nominal Interruptible Load: The amount of KW that the customer commits to curtail during the hours of Interruption. This quantity is determined prior to and will be fixed for the Program Period.

Peak Period: Non-holiday weekdays during the hours of 7 am and 11 pm.

Program Period: May 15 through September 30.

RATES FOR RETAIL DELIVERY SERVICE

The customer shall be billed by and pay the Company for kWh delivered to the customer during a billing month in accordance with the Company's General Service Time-of-Use Rate G-3, as may be amended from time to time.

METHOD OF NOTIFICATION

The Company will provide advance notice of an interruption to the customer by means of a message sent to a Primary Contact and/or Secondary Contact as per the contact information in Appendix A of the agreement. The minimum period of notification will be thirty (30) minutes. The customer must send return notification by means of an e-mail or telephone call to the Company to confirm that the customer will be participating in the Interruption.

CREDIT CALCULATION

The total Credit will be calculated for each hour of Interruption and will be determined by the following formula:

$$\text{Credit} = \text{Credit per kWh} \times \text{each hour's Curtailed Load}$$

The Credit will be calculated individually for each hour of each Interruption called by the Company and will appear as a credit on the customer's monthly retail delivery service bill issued by the Company. The Credit will be applied to the customer's account within 60 days of the Interruption.

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CREDIT PER KWH

The Credit per kWh that the customer will earn for Curtailed Load during an Interruption called by the Company shall be \$0.50 per kWh.

TERM OF AGREEMENT

The agreement for service under these terms and conditions shall remain in effect until the first to occur of: (1) October 1, 2004; or (2) termination by the Company or the customer by a minimum of thirty (30) days advance written notice.

ENROLLMENT IN ISO-NE PROGRAM

The Customer will be enrolled in the appropriate ISO-NE program in addition to participating in this program.

Effective: May 15, 2004

2004 Summer Load Relief Program Agreement

This Agreement, dated _____, 2004 ("*Effective Date*"), is entered into between Massachusetts Electric Company ("*Company*"), with a principal address at 55 Bearfoot Road, Northborough, MA 01532 and _____ ("*Customer*") who has an electric account with Company at the address and account specified below:

Account # _____

Customer's "*Projected kW reduction*" (kW available for curtailment at above account) under this Agreement is:

_____ kW

1. Program Summary

The Company is offering a 2004 Summer Load Relief Program ("*Program*") in order to manage load at a targeted facility ("*Facility*") to help ensure reliability. This program will allow customers to monitor their electric load in real time and voluntarily reduce energy consumption during certain periods determined by the Company.

2. Customer Eligibility

The Program is available only to customers who meet all of the following criteria:

- a) are located in the town of Gloucester or Rockport, or fed from the E. Dracut or N. Dracut substations in Dracut, or fed from the Boulevard or Hoover St. substations in Lowell ;
- b) receive retail delivery service under the Company's General Service Time-of-Use Rate G-3;
- c) have a demand of 200 kW or greater;
- d) are capable of curtailing a minimum of 50 kW;
- e) are available for interruption between 10 am and 7 pm on all non-holiday weekdays;
- f) have hourly load metering in place

By executing this Agreement, Customer acknowledges that it meets the above eligibility criteria and will continue to meet the criteria throughout the term of the Agreement.

3. Equipment and Software

- a) During the Agreement Term, Customer will not relocate the Equipment within the premises or to another location without the Company's prior written consent, which shall not be unreasonably withheld.

b) During the Agreement Term, Customer shall not permit anyone to deface, injure, or remove any plate, date, number, or other inscription now or hereafter attached to or imprinted on the Equipment by the Company.

c) During the Agreement Term, Customer shall promptly notify Company of any operating deficiencies involving the Equipment the Company will repair any such deficiencies at no cost to Customer. Additionally, during the Agreement Term, the Company will perform any maintenance of the Equipment. The Company has no obligation to repair or maintain any Equipment if (a) Customer has used the Equipment for any purpose other than in accordance with the Company and the terms of this Agreement, including, without limitation, by or for any person other than Customer; and/or (b) Customer has altered any of the Equipment without the Company's prior written consent. During the Agreement Term, the Company may replace the Equipment at any time with comparable or better Equipment at no cost to Customer, with proper notice to Customer.

Access

a) Customer shall provide the Company and/or its system support contractors with full, safe, and free access to the Equipment during normal business hours for the installation, adjustment, maintenance, or repair of the Equipment.

No Third Party Rights

a) Customer has no further right to use, sublicense, distribute, transfer or transmit the Company's services or otherwise permit the use of the Company's services by or for any third party.

4. Procedure for Requests to Reduce Load

As a participant in the Program, the Company will notify the Customer when the Company foresees the need for a load curtailment event.

Customer shall provide a primary and secondary contact person's name and information for notification by the Company of a load reduction opportunity on Appendix A. The Company will send a message to an email addressable pager or cell phone number as well as a follow-up notification via e-mail to the Primary Contact and/or Secondary Contact. In order to participate in that load curtailment event, Customer must send an e-mail notification or phone call back to the Company informing the Company that Customer commits to reducing load at its facility.

The schedule for load curtailment and the cessation of load curtailment will be coordinated by the procedures of the Company.

5. Payments to Customer for Actual Interruptions

Customer will receive compensation for any committed and performed curtailments in which the Company projects the load at the Facility. The "*Calculated Reduction*" will be determined by the metering equipment, by comparing Customer's baseline historical load profile to Customer's actual load consumption during the curtailment period. The baseline profile is determined by using the last 5 business days (which excludes holidays and shutdowns) without interruption and then adjusted to the actual usage for the two hours preceding the curtailment. (See example in Appendix B.)

For any requested and performed curtailment, Customer will receive an amount equal to the following for each hour of the curtailment period:

"Calculated Reduction (kWh)" * \$0.50 per kWh

If there is any disagreement regarding the Calculated Reduction, the Company's final determination of how much load reduction from Customer's facility was actually achieved for payments under its Load Curtailment Rules shall control. Customer will receive this load reduction credit within 60 days.

6. Agreement Term

(a) This Agreement shall remain in effect from the Effective Date through the end of the program period of September 30, 2004, unless terminated sooner by either party by providing thirty (30) days written notice.

(b) Any obligation by Company to make payments to Customer for past performance as of the termination date shall survive termination of the Agreement.

7. Notices

All notices and other communications required hereunder shall be made in writing and shall be deemed given as of the time of delivery or, in the case of a telecopied communication as of the time of confirmation, if delivered personally, telecopied (and confirmed), or sent by overnight courier (with proof of delivery) to the parties at the following addresses, or at such other address as a party shall specify by like notice:

If to the Company, to: Tim Roughan
 Massachusetts Electric Company
 55 Bearfoot Road
 Northboro, MA 01532
 Phone: 508-421-7510
 Fax: 508-421-7010

If to Customer, to: _____

8. Limitation of Liability

IN NO EVENT SHALL COMPANY, ITS AFFILIATES, OR ITS (OR ITS AFFILIATES') OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVANTS, AND SHAREHOLDERS, BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, RELIANCE, MULTIPLE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES UNDER MASSACHUSETTS GENERAL LAWS C. 93A, LOSS OF PROFITS OR REVENUES, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, OR LOSS OF GOODWILL), CONNECTED WITH OR ARISING FROM THIS AGREEMENT, WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES OR COSTS RESULTING FROM THE USE OF OR INABILITY TO USE THE METERING EQUIPMENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE; PROVIDED HOWEVER, NOTHING SHALL LIMIT COMPANY'S OBLIGATION TO PAY FOR DEMAND REDUCTION AS PROVIDED HEREIN. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES RELATING TO PHYSICAL INJURY OR PROPERTY DAMAGE.

9. Force Majeure

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by fire, flood, unusually severe weather, explosion, riot, war, terrorism, sabotage, or other similar causes as long as: 1) such events are beyond the party's reasonable efforts to prevent, avoid or mitigate; 2) said party uses every reasonable effort to mitigate; and 3) prompt written notice of such delay or suspension is given by such affected party to the other.

10. Confidentiality

Each party shall protect the Proprietary Information of the other party with the same degree of protection and care it uses to protect its own Proprietary Information of a similar nature and sensitivity, but in no event less than reasonable care.

11. Miscellaneous Provisions

- (a) This Agreement constitutes the entire Agreement between the Parties and supersedes all previous understandings, commitments or representations concerning the subject matter. No amendments or modifications to this Agreement may be made except in writing signed by both parties. If a final decision of a court of competent jurisdiction holds invalid any part or portion of this Agreement, such part or portion shall be modified to the extent strictly necessary (including, if necessary, deletion) to make such part or portion valid and enforceable, and such modified part or portion, together with the balance of the Agreement shall be valid and binding on the parties.
- (b) Company is under no obligation to call upon Customer to reduce its load.
- (c) If any of the provisions of this Agreement are inconsistent with obligations that Customer has under an electric power supply contract with a supplier, Customer has the obligation to notify Company of such inconsistencies.
- (d) Company reserves the right to credit Customer's electric bill rather than send a check for payments under this Agreement.
- (e) This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws principles contained therein.
- (f) By executing this Agreement, Customer authorizes Company to enroll Customer in the Independent System Operator of New England's Price Response Program for Summer 2004 participation.

Each Party has had its authorized representative execute this Agreement below.

_____	Massachusetts Electric Company
Customer Name	
By: _____	By: _____
(please sign)	(please sign)
By: _____	By: _____
(please print)	(please print)
Title: _____	Title: _____
Date: _____	Date: _____



**2004 Summer Load Relief Program Agreement
APPENDIX A**

Customer Questionnaire

Company Name: _____

Electric Account Number: _____

Facility Address: _____

Facility Phone Number (with A/C): _____

MECO Account Manager: _____

Facility Management

Facility Manager Name: _____

Phone Number: _____

Email address: _____

Who is your primary contact for facility access?

Name: _____

Phone Number: _____

Email Address: _____

Pager Number: _____

Fax Number: _____

Who is your secondary contact?

Name: _____

Phone Number: _____

Email Address: _____

Pager Number: _____

Fax Number: _____

Project Management

In order for the Company to provide effective implementation services and on-going support it is beneficial to have one primary contact within the facility, please provide the necessary contact information.

Project Manager Name: _____

Phone Number: _____

Email Address: _____

Pager Number: _____

Fax Number: _____

In the event of a curtailment opportunity from the Company, who is the primary contact for notification?

Name: _____

Phone Number: _____

Email Address: _____

Pager Number: _____

Cell Phone Number: _____

Fax Number: _____

Who is your secondary contact?

Name: _____

Phone Number: _____

Email Address: _____

Pager Number: _____

Cell Phone Number: _____

Fax Number: _____

Please provide, in rank order with '1' being the most preferred and '2' being second, the method of notification.

Email ☐ Other E-mail Addressable Device (Pager, PDA, cell phone, etc.) ☐

Contact Information:

Email Address: _____

Pager Address: _____

Device Address: _____

Interruptible Capacity Questions:

How is the load reduction going to occur at your facility?

- ☐ Electric load reduced/cut
- ☐ Generation started
- ☐ Combination of load reduction and generation

If combination of both, give specifics on how to differentiate between the two:

If on-site generation is going to be used to provide load curtailment, please provide a copy of your DEP air quality permit, or proof of waiver.

Thank you for taking the time to complete this survey so that we have a better understanding of your needs, and can provide better service.